

Document #4617

6/13/85

MEMORANDUM

JUNE 13, 1985

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: SUSAN ALLEN, ASSISTANT DIRECTOR FOR URBAN DESIGN AND
DEVELOPMENT POLICY
EDITH NETTER, ASSISTANT DIRECTOR FOR LAND USE AND
ENVIRONMENTAL POLICY
LINDA BOURQUE, DIRECTOR OF ZONING
PAM WESSLING, SENIOR PROJECT COORDINATOR

SUBJECT: 99 STATE STREET PROPOSED DEVELOPMENT PLAN AND
DEVELOPMENT IMPACT PROJECT PLAN, COOPERATION AGREEMENT,
AND DEVELOPMENT IMPACT PROJECT AGREEMENT

99 State Street Limited Partnership requests approval of a Development Plan for a proposed Planned Development Area (PDA) and for a Development Impact Project Plan (DIPP) in order to construct a mixed-use project known as 99 State Street. The proposed PDA would include approximately 90,350 square feet of land bounded by State, Kilby, Water, and Broad Streets. Certain parcels within those boundaries are not included in the PDA, namely 44-52 Kilby Street, 120-130 Water Street, 35-37 Central Street and 113-117 State Street. Within the PDA boundaries the Partnership will acquire the City-owned Kilby Street Garage parcel, discontinued Doane Street, and private parcels along State and Doane Street. These parcels, totaling 60,018 square feet, will constitute the development site. The remaining parcels within the proposed PDA will be restricted to their present height and floor area.

The Partnership proposes to construct an office building of approximately 700,000 square feet, including 15,000 square feet of ground floor retail space. The project will also contain approximately 700 parking spaces, with a minimum of 450 public spaces, on 5 levels underground. The project's massing consists of a low-rise base element fronting on all edges of the site, and a stepped tower element set back from the street frontage. The configuration of these elements has been designed to complement the scale and massing of neighboring structures and to minimize adverse wind, shadow, and daylight impacts. Pedestrian connections established by the project will reflect the area's history of through-block pedestrian walkways. These will include the extension of Merchants Row, an important pedestrian link between the financial district and Faneuil Hall Market. This extension will connect to entrances at Kilby and Broad Streets via the office lobby at the center of the site. Garage access/egress will be from Broad Street via a depressed ramp on a portion of what is now Doane Street, which will be closed. By relocating the existing Kilby Street garage entrance/exit to this point,

June 13, 1985

traffic will be removed from the area's most congested intersections. The new garage will also result in shorter queuing periods for vehicles waiting to park on-site. Loading and receiving will occur at grade with Kilby Place, located away from vehicular and pedestrian traffic utilizing surrounding streets. In addition to establishing an attractive new building in Boston's financial district, the project will enhance the visual quality of the area in a number of other ways. These include the elimination of an unattractive garage structure and vacant lot on a prime downtown corner, the extension of coherent commercial street frontage, and the creation of a new vista of the historic Custom House Tower seen from State and Congress Streets.

In addition to improving the design of downtown, the development of this \$240 million project will benefit the City in a number of ways. The disposition of the Kilby Street Garage parcel and discontinued Doane Street will result in proceeds of \$15 million, and annual tax revenues will total approximately \$6.02 million. In accordance with the Development Impact Project Plan and Agreement for 99 State Street, a Housing Payment Exaction of \$3 million shall be paid by the developer to the Boston Redevelopment Authority, acting on behalf of the Neighborhood Housing Trust, for the creation of low and moderate income housing in the city of Boston, or the developer shall contribute to a Housing Creation Exaction for the creation of housing at a cost at least equal to the Housing Payment Exaction.

The development project will generate approximately 2,800 construction jobs and approximately 2,900 permanent jobs. The Partnership has agreed to use good faith efforts to employ 50% Boston residents, 25% minority, and 10% women in the construction work force and to submit to the Authority a voluntary Employment Opportunity Plan, detailing good faith efforts to assure that 50% of the permanent employment opportunities will be made available to Boston residents.

The site is located in a B-10 Zoning District (general business with a floor area ratio of 10) and in a Restricted Parking District. It is proposed that the Authority seek a PDA designation from the Boston Zoning Commission, and the Partnership will seek exceptions to the Zoning Code from the Boston Zoning Board of Appeal. No zoning approvals shall be granted unless the Development Plan and the Development Impact Project Plan have been approved by the Authority and the Partnership has entered into an Agreement with the Boston Redevelopment Authority, acting on behalf of the Neighborhood Housing Trust, to be responsible for a Development Impact Project Exaction.

The proposed development is subject to review by the Boston Air Pollution Control Commission, and the Partnership will seek a Parking Freeze Permit from the Commission.

June 13, 1985

As one of the four development projects initiated by the surplusing of City-owned garages, the 99 State Street proposal has been subject to a number of City approvals. These have included votes by the Real Property Board dated December 16, 1983 and May 24, 1985; votes by the Public Facilities Commission dated December 16, 1983, December 30, 1983, April 25, 1985, and June 7, 1985; a vote by the Boston City Council dated June 5, 1985 and signed by the Mayor on June 7, 1985; and Authority votes dated December 15, 1983 and April 18, 1985.

The Partnership has prepared a draft Environmental Assessment Report for the development as part of the Authority's development review procedures. The report was distributed for public review. A final environmental report will be prepared as part of development review, and the proposed development will be subject to mitigation measures that the Authority deems necessary to minimize any adverse environmental effects identified in the environmental review process. The Partnership has agreed to conduct a reconnaissance level archaeological study prior to construction, in response to comments on the Environmental Assessment Report by the City Archaeologist.

The Authority's staff has reviewed the schematic plans. The drawings have received conceptual schematic approval, and the project is subject to the Authority's final review and approval of Schematic Drawings, Design Development plans, and final Working Drawings and Specifications.

We recommend that the Authority approve the attached Development Plan and the Development Impact Project Plan, and that the Authority authorize the Director to execute the Cooperation Agreement and the Development Impact Project Agreement.

Appropriate votes follow:

VOTED: That in connection with the Development Plan and the Development Impact Project Plan for Planned Development Area No. 21 presented at a public hearing duly held at the offices of the Authority on Thursday, June 13, 1985, and after consideration of evidence presented at the hearing, the Boston Redevelopment Authority finds that: (1) said Plan conforms to the general plan for the City as a whole; (2) and that nothing in said Plan will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) said Plan does adequately and sufficiently satisfy all other criteria and specifications for a Planned Development Area subdistrict designation and for a Development Impact Project as set forth in the Boston Zoning Code as amended; and further

June 13, 1985

VOTED: That pursuant to the provisions of Sections 3-1A and 26-3 of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Plan and the Development Impact Project Plan for Planned Development Area No. 21; and said Plans are embodied in a written document entitled "Development Plan and Development Impact Project Plan for Planned Development Area No. 21", dated June 13, 1985, and a series of drawings and design narrative listed in Exhibit III of the Plan; and said documents and drawings shall be on file in the office of the Director of Zoning of the Authority; and further

VOTED: The Authority hereby authorizes the Director to execute the Development Impact Project Agreement between 99 State Street Limited Partnership and the Boston Redevelopment Authority, acting on its own behalf and on behalf of the Neighborhood Housing Trust, for the purpose of securing a Development Impact Project Exaction. Said Agreement is embodied in a written document, "Development Impact Project Agreement for Planned Development Area No. 21". Said document shall be on file in the offices of the Authority. The Authority hereby authorizes the Director to execute a Cooperation Agreement between 99 State Street Limited Partnership and the Boston Redevelopment Authority and to execute a Sales and Construction Agreement among 99 State Street Limited Partnership; The City of Boston, acting by and through the Public Facilities Commission; and the Boston Redevelopment Authority; and further

VOTED: The Authority hereby authorizes the Director to certify in the name of the Authority, that the Plans submitted to the Commissioner of the City of Boston Inspectional Service Department are in conformity with the Authority-approved Development Plan and Development Impact Project Plan for Planned Development Area No. 21 and that 99 State Street Limited Partnership has entered into an Agreement with the Boston Redevelopment Authority, acting on its own behalf and on behalf of the Neighborhood Housing Trust, for the purpose of securing a Development Impact Project Exaction; and further

June 13, 1985

VOTED: That in reference to petitions to be brought by the 99 State Street Limited Partnership for the exceptions as listed in the Development Plan and Development Impact Project Plan for Planned Development Area No. 21, the Boston Redevelopment Authority has approved said Plans provided that the Zoning Commission will have adopted a map amendment designating the land as a B-10-D zoning district; and 99 State Street Limited Partnership has entered into an Agreement with the Authority, acting on its own behalf and on behalf of the Neighborhood Housing Trust, to be responsible for a Development Impact Project Exaction. Therefore, the Authority recommends approval of said exceptions, provided that the final plans be submitted to the Authority for development review; and that plans incorporate mitigation measures deemed necessary and approved by the Authority to minimize any adverse environmental impacts.

BOSTON REDEVELOPMENT AUTHORITY

JUNE 13, 1985

DEVELOPMENT PLAN
and
DEVELOPMENT IMPACT PROJECT PLAN
for

PLANNED DEVELOPMENT AREA NO. 21
Bounded by Kilby Street, State Street,
Kilby Place, and private parcels

99 STATE STREET LIMITED PARTNERSHIP

.....

Developer: 99 State Street Limited Partnership, the general partners of which are the Equitable Life Assurance Society of the United States and the Kilby Street Limited Partnership.

Architect: Graham Gund Associates in association with Skidmore, Owings & Merrill (Chicago), or other such architects as may be designated by the developer.

Description of Planned Development Area: A parcel of land in the vicinity of State, Kilby, Water and Broad Streets described in Exhibit I hereof, including the Project Site, and containing approximately 90,350 square feet and shown on the plan attached to this Exhibit.

Location and Description of Project Site: A certain parcel of land bounded generally by Kilby Street, State Street, Kilby Place, and by various private parcels fronting on State and Doane Streets, and containing approximately 60,000 square feet described in Exhibit II attached hereto and shown on the plan attached to the Exhibit.

General Description of Proposed Development: The project will involve the construction of approximately 685,000 square feet of office and approximately 15,000 square feet of retail/commercial space in a building with an office structure rising from a five-story base structure. The retail/commercial space will be located on the ground floor. Parking for approximately 700 vehicles will be provided on five levels below grade including a minimum of 450 public parking spaces.

Employment Plan: It is anticipated that the project will generate approximately 2,880 construction jobs and approximately 2,900 permanent office and commercial jobs. In accordance with the Authority vote of May 23, 1985, the developer shall submit a Voluntary Employment Opportunity Plan indicating measures taken in order that 50% of the jobs created will be available to Boston residents. The plan shall be submitted for the Authority's approval within three months from the execution of the Development Impact Project Agreement.

In addition, 99 State agrees to require The General Contractor for the Project and its subcontractors to use good faith efforts to employ 50% Boston residents, 25% minority, and 10% women in their work force for construction of the project.

Development Impact Project Exaction: As required under Section 26-3 of the Boston Zoning Code, the developer will enter into a Development Impact Project Exaction Agreement with the Boston Redevelopment Authority and the Neighborhood Housing Trust, or if such Trust has not been established at the time of execution of such Agreement, with the Boston Redevelopment Authority acting on behalf of said Trust. The Development Impact Project Exaction shall be made as a Housing Payment Exaction, or as a Housing Creation Exaction which shall contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston at a cost at least equal to the amount of the Housing Payment Exaction and under the conditions specified in said Agreement. If the developer elects to satisfy its exaction responsibility with respect to the project through money payments, payments to said Trust or fiduciary shall be made in twelve (12) equal annual installments, the first installment due upon the first to occur of (i) the issuance of a certificate of occupancy for the project or (ii) twenty-four (24) months after the issuance of a building permit. The annual payment shall be one-twelfth of \$5.00 per square foot of gross floor area subject to such a payment. The exaction will approximate a total of \$3,000,000 for the project based upon a gross floor area of 700,000 square feet. If a building permit is not granted, or if construction is abandoned prior to the commencement of substantial construction (as defined in the Sale and Construction Agreement) after a building permit is obtained, or if for any reason a building permit for a component has lapsed prior to the commencement of substantial construction, then the developer shall have no responsibility for any Development Impact Project Exaction with respect to the project.

Estimated Construction Time: The project will be developed in a single, continuous phase with a duration of approximately 30 months from the start of construction.

Permitted Uses: An office building, commercial and retail and accessory uses, a parking garage, restaurants, and all other uses permitted from time to time in general business districts. Exhibit V lists conditional uses requested.

Proposed Location and Appearance of Structure: The location and appearance of the structure shall generally conform with the Schematic Drawings proposed by Graham Gund Associates and Skidmore, Owings & Merrill listed in Exhibit III hereto. The drawings have received conceptual schematic approval by the Authority and are subject to the Authority's final review and approval of Schematic Drawings, Design Development Plans, and Final Working Drawings and Specifications which are hereby incorporated into this PDA/DIP plan. The structure includes an office tower atop a 5-story base. The structure will be built to the State Street property line, with a stepped facade above the base and with setbacks above the base along Kilby and State Streets. The scale of fenestration, entrances, and other details will be compatible with the character of the area. The exterior facade materials shall be masonry, the tower facade material shall be granite.

Development Review: The Authority requires submission of design drawings for review and approval at three phases in the design review process in accordance with submission requirements normally followed by the Authority:

- a. Schematic Design Drawings;
- b. Design Development Drawings and Outline Specifications; and
- c. Working Drawings and Final Specifications.

The proposal has received conceptual approval of the Schematic Design Drawings. The design and dimensional requirements of the proposed development as approved by the Authority may be subject to minor modification as the result of continuing development review. Final Schematic Drawings, Design Development Plans, and Final Working Drawings and Specifications approved by the Authority shall be conclusively deemed to be in conformity with this Development Plan and Development Impact Project Plan.

Environmental Review: In compliance with the Authority's development review procedures, the Partnership has submitted a draft Environmental Assessment Report which was distributed for public comments.

The Authority may require the Partnership to take all practicable measures, including, without limitation, all reasonable economical measures consistent with the scope of the proposed development as presently conceived to mitigate potential damage to the environment identified in the Environmental Assessment Report.

Limitation on Development: The configuration of all structures located within the Planned Development Area (specifically excluding therefrom the proposed structures located within the Project Site) shall remain the same as they presently exist and no increases shall be allowed to the height or floor area of any such structures.

Zoning Exceptions Required For Project Site:

Section	Required in B-10 Zoning District	Provided for project (approximate)
15-1 Floor Area Ratio	10	12.25
20-1 Rear Yard	21 feet	0 feet
21-1 Setback of parapet		
<u>Front (State Street)</u>		
tower	67 feet	70 feet
low-rise	35 feet	0 feet
<u>Side (Kilby Street)</u>		
tower	67 feet	10 feet
low-rise	44 feet	0 feet
<u>Side (east boundary)</u>		
tower	67 feet	0 feet
low-rise	44 feet	0 feet
<u>Rear (Kilby Place)</u>		
tower	67 feet	0 feet
low-rise	35 feet	0 feet
23-1 Parking	8.5' X 20' parking spaces	250 of the parking spaces will be 7.5' X 18' for compact cars; the remaining 450 spaces will be 8.5' X 20'.
24-1 Off-Street Loading	8	5

Public Spaces and Landscaping: Pedestrian connections established by the project will reflect the area's history of through-block pedestrian walkways. These connections will include a link from the Marketplace and Merchants Row to the project's retail arcade, and a link between Kilby Street and Broad Street via a walkway aligned with Central Street and Exchange Place. Streetscape improvements in the vicinity of the Project Site must be included within the development and will be planned in conjunction with and must receive the final approval of the Boston Redevelopment Authority as part of its Development Review Procedures.

Density: The floor area ratio for the project shall not exceed 12.25. A table of floor area ratio calculations is attached as Exhibit IV.

Proposed Traffic Circulation: Vehicular access and egress from the Project Site shall be provided from Broad Street. The east end of what is now Doane Street will be ramped to accommodate vehicles into and out of below-grade parking. Loading bays shall be serviced from Kilby Place via Kilby Street.

Pedestrian access to the site will be from State and Kilby Streets and from Central Street Court. The State Street entrance will face Merchants Row, establishing a major pedestrian link to the Market area. Pedestrian routes through the interior of the project will connect all parts of the project with the surrounding streets.

Parking and Loading Facilities: Approximately 700 off-street parking spaces, including a minimum of 450 public parking spaces, will be provided on five levels below grade. No less than five loading bays will be provided along Kilby Place.

Access to Public Transportation: The Project Site enjoys excellent access to all four MBTA lines as well as bus routes terminating at the Haymarket Station. The Blue and Orange lines are one block to the west of the site. The Green line is approximately eight blocks to the northwest and the Red line is approximately eight blocks to the west. The Haymarket bus terminus is approximately five blocks to the north.

Proposed Dimensions of Structure: The dimensions of the structure will generally conform with the drawings listed in Exhibit III of this PDA/DIP Plan. The building height of the high-rise structure shall not exceed 370 feet as measured to the top of the parapet (excluding mechanical penthouses). The building height of the low-rise structure shall not exceed 70 feet to the top of the parapet. The program intent is for the structure to include a 5-story base compatible with other buildings along the south side of the State Street block. Because elevations throughout the site vary, it may be necessary to slightly exceed the 70 foot height limit to achieve the above-noted program objective. In addition, it may be desirable to punctuate the long State/Kilby cornice line of the low base; this would require minor ornamental projections above the 70 foot level at the entrances and at the corner of State and Kilby Streets. All dimensional requirements specified herein shall be consistent with the drawings listed in Exhibit III. In the event of a conflict between the written requirements as set forth herein and the drawings, the drawings shall control.

Exhibit I

PDA/DIP Plan
For Planned Development Area No. 21

Description of Entire PDA

The Planned Development Area is bounded by:

NORTHERLY by State Street from Kilby Street to Broad Street,
Two Hundred Ninety-Seven (297) ± feet;

EASTERLY by Broad Street from State Street to Water Street,
Two Hundred Ninety-Seven (297) ± feet;

SOUTHERLY by Water Street from Broad Street to Kilby Street,
Two Hundred Forty-Seven (247) ± feet; and

WESTERLY by Kilby Street from Water Street to State Street,
Four Hundred and Six (406.00) ± feet.

Excluding therefrom the following described five (5) parcels of land:

113-117 STATE STREET

Beginning at the southwest corner of the intersection of State and Kilby
Streets; thence

39.73 feet along the westerly sideline of Broad Street to a point; thence

42.77 feet through a partition wall to a point; thence

38.72 feet through a wall to a point on a southerly side line of State
Street; thence

38.41 feet along said line of State Street to the point of beginning.

Containing 1,594 Sq. Ft.

35-37 CENTRAL STREET

Beginning at a point on the southerly line of Discontinued Central Street 50.21 feet west of Broad Street; thence

40.00 feet through a partition wall to a point; thence

25.00 feet to a point; thence

40.00 feet to the southerly line of Discontinued Central Street; thence

25.09 feet along said-line of Central Street to the point of beginning.

Containing 1,200 Sq. Ft.

44-48 KILBY STREET

Beginning at the point of intersection of the easterly sideline of Kilby Street and the southerly line of Kilby Place; thence

42.01 feet along said line of Kilby Place to a point; thence

7.03 feet to a point; thence

23.31 feet to a point; thence

42.97 feet through the middle of a partition wall to the easterly sideline of Kilby Street; thence

50.23 feet along said sideline of Kilby Street to the point of beginning.

Containing 1,643 Sq. Ft. more or less.

120-130 WATER STREET

Beginning at the point on the Northerly side of Water Street, 50.33 feet west of Broad Street; thence

66.34 feet along said line of Water Street to a point; thence

37.27 feet through a partition wall to a point; thence

2.48 feet to a point on a passageway; thence

13.53 feet along said passageway to a point; thence

75.04 feet along said passageway to a point; thence

37.12 feet through a partition wall to the point of beginning.

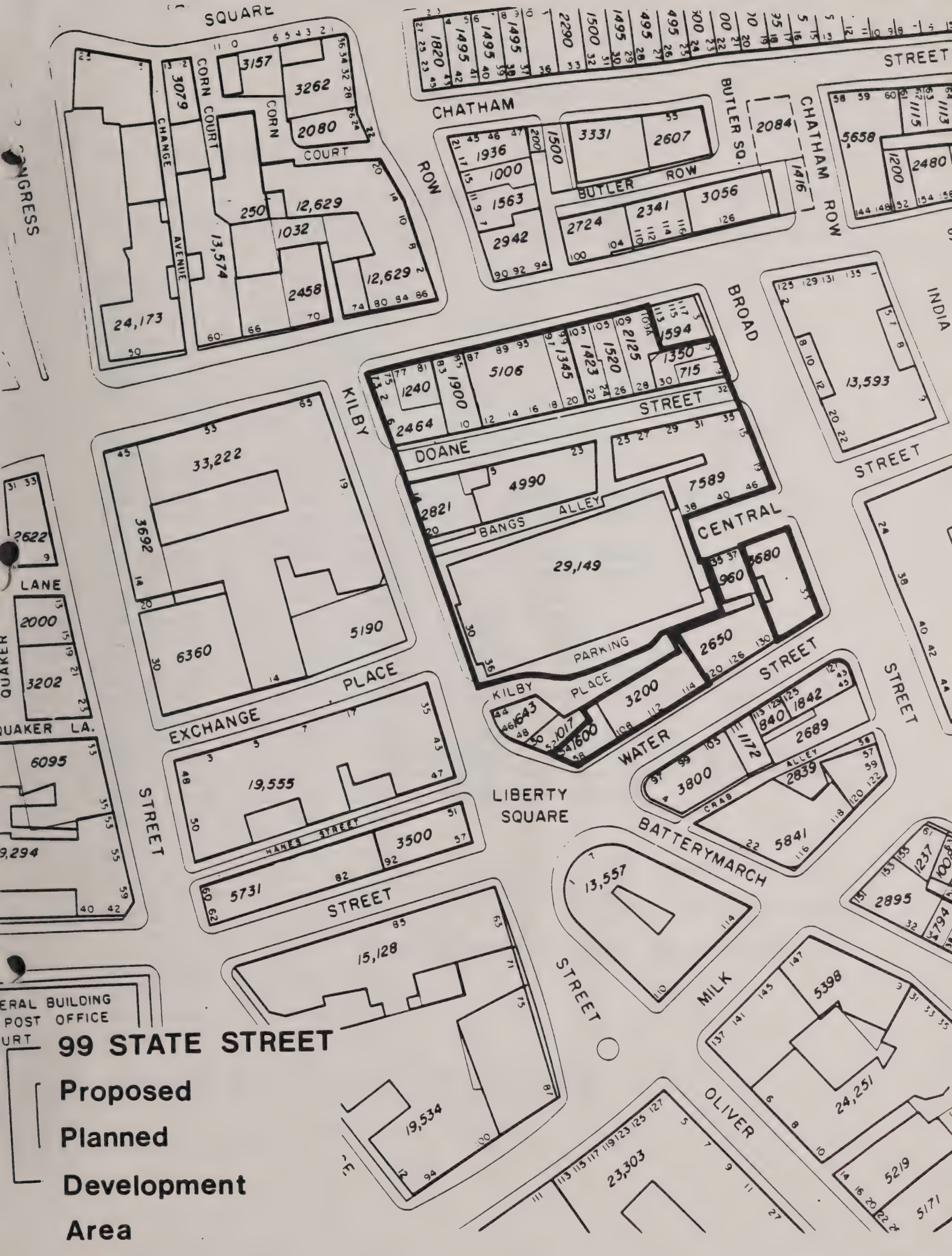
Containing approximately 3,095 Sq. Ft.

50-52 KILBY STREET

Beginning at a point on Kilby Street approximately 25 feet from the northeastern corner of the intersection of Kilby and Water Streets; thence 24.02 feet along the easterly sideline of Kilby Street to a point; thence 59.05 feet through the middle of a partition wall and the extension of that line to a point; thence 24.51 feet through the middle of a partition wall and the extension of that line to a point; thence 45.41 feet through the middle of a partition wall to the point of beginning.

Containing 1,017 Sq. Ft.

The area of the PDA described above is 90,349 square feet.



99 STATE STREET

Proposed
Planned
Development
Area

Exhibit II

PDA/DIP Plan

For Planned Development Area No. 21

Legal Description of Project Site

Beginning at the point of intersection of the easterly line of Kilby Street with the southerly line of State Street; thence

Along said line of State Street the following courses and distances:

N74-10-10E, 59.64 feet; thence
N73-43-37E, 27.08 feet; thence
N11-13-46W, 1.00 feet; thence
N78-46-14E, 74.40 feet; thence
S11-13-46E, 1.00 feet; thence
N75-37-18E, 19.47 feet; thence
S14-28-18E, 70.36 feet through a partition wall to the northerly sideline of Doane Street; thence

Along said line of Doane Street the following courses and distances:

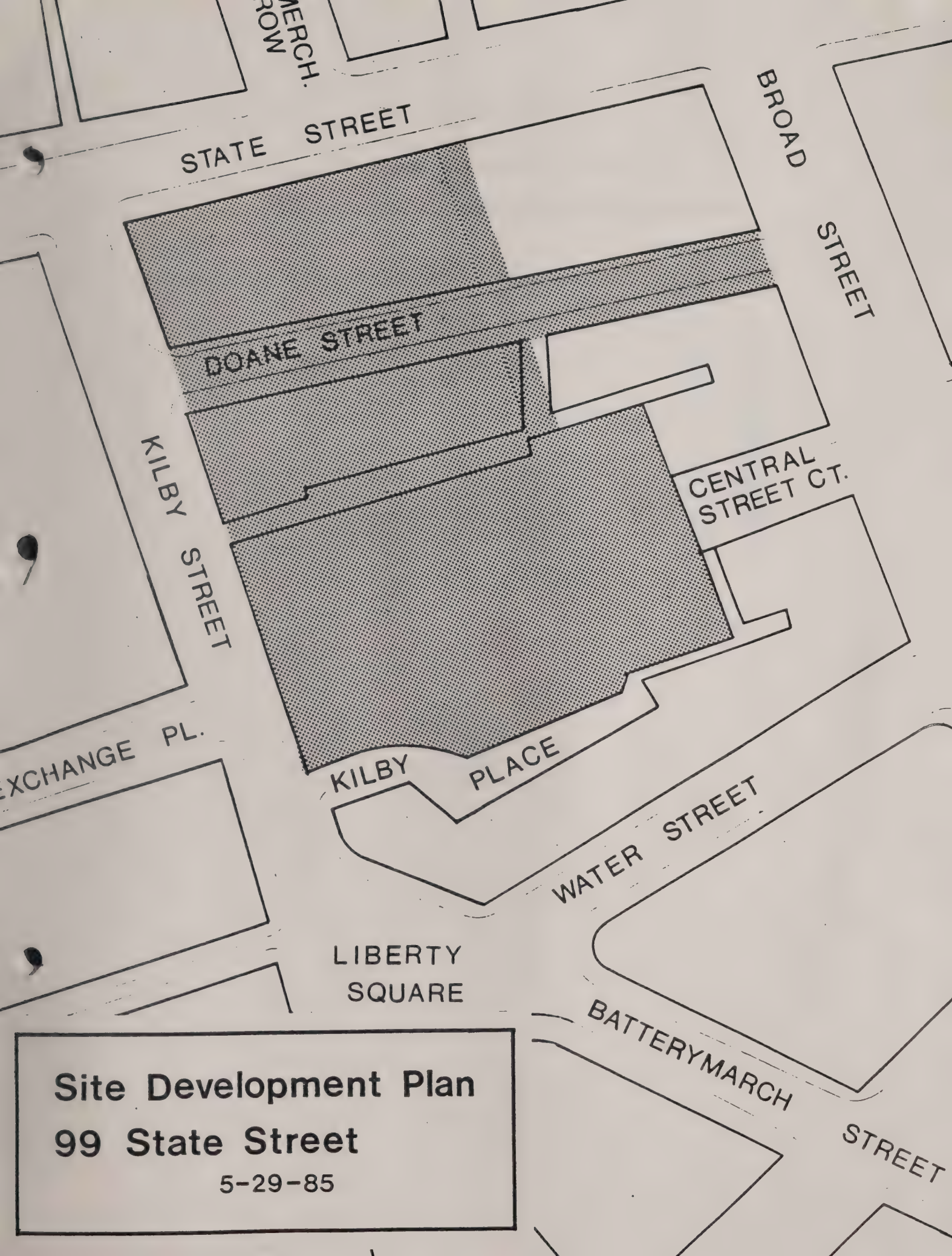
N77-22-30E, 43.05 feet; thence
N77-37-27E, 19.94 feet; thence
N78-20-30E, 63.03 feet to the westerly sideline of Broad Street; thence
S20-17-09E, 29.58 feet along said line of Broad Street to the southerly sideline of Doane Street; thence
S77-43-26W, 117.22 feet along said line of Doane Street; thence
S77-33-03W, 10.06 feet along said line of Doane Street; thence
S14-12-36E, 52.19 feet through an alley; thence
N74-55-52E, 1.00 feet along a passageway; thence
N16-45-19W, 3.65 feet along a passageway; thence
N73-14-41E, 48.79 feet along a passageway; thence
S17-16-55E, 40.95 feet along land of Marshall Building Trust; thence
N67-21-06E, 0.50 feet along the northerly sideline of Discontinued Central Street; thence
S22-28-09E, 39.53 feet across said Central Street; thence
N67-31-51E, 7.84 feet along the southerly line of said Central Street; thence
S21-24-29E, 45.00 feet along land N/F of Bangs Real Estate Trust; thence
Along a passageway the following courses and distances:

S67-31-51W, 48.90 feet; thence
S42-23-42W, 17.30 feet; thence
S67-13-31W, 89.23 feet; thence
Along a curve to the left of radius 28.00 feet a distance of 36.88 feet, being the northerly line of Kilby Place; thence
S69-24-28W, 41.97 feet along the northerly line of Kilby Place to the easterly sideline of Kilby Street; thence

Along said line of Kilby Street the following courses and distances:

N20-44-50W, 29.81 feet; thence
N20-58-43W, 38.98 feet; thence
N20-46-05W, 61.29 feet; thence
N20-46-33W, 5.63 feet; thence
N20-11-59W, 57.63 feet; thence
N20-14-52W, 30.44 feet across Doane Street; thence
N20-14-52W, 65.98 feet to the point of beginning.

Containing 60,018 Sq. Ft., or 1.378 Acres



STATE STREET

BROAD STREET

CENTRAL STREET CT.

DOANE STREET

KILBY STREET

EXCHANGE PL.

KILBY PLACE

WATER STREET

LIBERTY SQUARE

BATTERY MARCH STREET

Site Development Plan
99 State Street

5-29-85

Exhibit III

PDA/DIP Plan
For Planned Development Area No. 21

List of Schematic Design Drawings and Narrative

<u>Drawing No.</u>	<u>Title</u>	<u>Date</u>
1.	Property Acquisition Plan	3 June 1985
2.	Site Plan	3 June 1985
3.	Typical Parking Level	3 June 1985
4.	Parking Level One	3 June 1985
5.	Ground Floor Plan	3 June 1985
6.	Level 2-5 Plan	3 June 1985
7.	Office Floor Plans	3 June 1985
8.	Roof Plan	3 June 1985
9.	Site Section-Looking South	3 June 1985
10.	Site Section-Looking South	3 June 1985
11.	Kilby Street-Elevation	3 June 1985
12.	State Street-Elevation	3 June 1985
--	Design Narrative	7 June 1985

99 STATE STREET

DEVELOPER: 99 STATE STREET LIMITED PARTNERSHIP

DESIGN NARRATIVE

June 7, 1985

ARCHITECTS: GRAHAM GUND ASSOCIATES

SKIDMORE, OWINGS & MERRILL (CHICAGO)

The 99 State Street site consists of approximately 1.37 acres in Boston's financial district within an area fronting on State Street to the north and Kilby Street to the west. The character of structures in the vicinity of the project site reflect the area's origins as a turn-of-the-century commercial center, as well as its subsequent development as the home of a variety of major real estate, banking, and other financial institutions.

The site is located on the eastern edge of an area of high-rise structures averaging 40 stories and exceeding 400 feet in height. Building heights of older structures to the south and east of the project are generally in the range of 70 to 125 feet. Development in the area ranges from modern high-rise structures to a variety of older architectural styles including Romanesque, Beaux Arts, Federal, and Classical Revival. Building materials consist primarily of brick and granite, with structures set uniformly at the street line. The project area is the site of considerable pedestrian activity during working and commuting hours. A principal focus of pedestrian activity in the vicinity of the project is the Quincy Market, where a wide variety of restaurants and shops cater to the area's large employee population, as well as to a significant number of tourists.

The 99 State Street/Kilby Garage Project will result in the creation of a 700,000 square foot office building on State Street in Boston's financial district. The project, which will include a 15,000 square foot ground floor retail component, has been designed to be compatible with the scale and character of development in the surrounding area. The program of planned office and commercial uses has been developed to reflect the overall character of land uses in this area of the city.

The project's massing consists of a low-rise base element fronting all edges of the site, and a stepped tower element set back from street frontage. The configuration of these elements has been designed to complement the scale and massing of neighboring structures, and to minimize the creation of wind or shadow effects, or the obstruction of daylight in the vicinity of the project.

Pedestrian connections established by the project will reflect the area's history of through-block pedestrian walkways. These will include the extension of Merchants Row, an important pedestrian link between the financial district and Quincy Market. This extension will connect to entrances at Kilby and Broad Streets via the office lobby at the center of the site.

Approximately 700 parking spaces below grade are currently planned for the development. Garage access/egress will be from Broad Street via a depressed ramp on a portion of what is now Doane Street, which will be closed. By relocating the existing Kilby Street garage entrance/exit to this point, traffic will be removed from the area's most congested intersections. The new garage will also result in shorter queuing period for vehicles waiting to park on-site. Loading and receiving will occur at grade within Kilby Place, located away from vehicular and pedestrian traffic utilizing surrounding 99

streets. In addition to establishing an attractive new building in Boston's financial district, the project will enhance the visual quality of the area in a number of other ways. These include the elimination of an unattractive garage structure and vacant lot on a prime downtown corner, the extension of coherent commercial street frontage, and the creation of a new vista of the historic Custom House Tower seen from State and Congress Streets.

The fundamental principle governing the design of this project has been a sensitivity to context. Toward this end, the development includes the reestablishment of pedestrian connections within the block, the restoration of an appropriate scale at the street, and the addition of a compatible shape to the skyline.

Faneuil Hall Marketplace is only a short distance away from the site, linked to State Street by Merchants Row. The design reinforces this connection by placing the major State Street entrance on axis with Merchants Row. Inside the entry portal, a five-story pedestrian arcade will link State Street with additional entrances at Kilby Street and Central Court via the building lobby. Whether open or covered, the State Street arcade will have a strong expression as a public space in keeping with its dual functions as a through block pedestrian connection and as the prime entrance to a major office building. It is anticipated that retail space will be established on either side of the arcade, thereby extending Merchants Row into the project.

The building has been designed to establish a pedestrian scale at street level. The predominant five-story height of Liberty Square and State Street has been extended along the street edge of the project site, eliminating the non-conforming height imposed by the existing parking garage and 89 State Street.

This will reestablish the vista of the Custom House Tower from Congress and State Street, and will continue the chain of low-scale buildings which run between the Old State House and the Waterfront and from Liberty Square through Quincy Market to Haymarket. The scale of the five-story base will be broken down in such a way as to establish harmony with the narrower structure at Liberty Square and State Street, and to create variety and richness along the street edge. The one-story stone base, punched masonry openings, and cornices characteristic of these structures will be introduced in a manner which is contemporary yet sympathetic in scale and detail to their existing counterparts. The tower is set back from the base in order to facilitate its treatment at a distinctly different scale.

The portion of the project above the five-story base has been established as a point tower in order to minimize its dimensions in all plan directions. Steps have been introduced at heights of 125 feet, relating strongly to the large number of historic structures in the district; and at approximately 260 feet, corresponding to a number of more recent structures east of Kilby Street. Some additional shaping and faceting will serve to further break down the

scale of the tower. The tower height, which is well below that of adjacent structures to the west, allows the project to act as a transitional element between the financial district and the historic district. The tower massing has been designed in such a way as to identify the structure more closely with those to the west, thereby permitting the Custom House to stand as the dominant object within the historic district. It has been rotated with respect to the site in order to gain a greater distance from Kilby Street, and to reinforce the radial pattern characteristic of the Boston Street system.

A varied expression in the granite cladding will assure that the tower element fully assumes its role as a transitional element and constitutes a pleasing addition to the Boston skyline.

Windows are punched and recessed. In establishing the final building area for the project, the depth of the window recess will be excluded from the calculations.

Exhibit IV

PDA/DIP Plan
For Planned Development Area No. 21

Preliminary Area Calculations*

<u>LEVEL</u>	<u>GROSS AREA</u>	<u>TOTAL DEDUCTIONS</u>	<u>GROSS ZONING</u>	<u>WALL THICKNESS</u>
30	13,375	1,820	11,555	290
29	13,375	1,820	11,555	290
28	13,375	1,820	11,555	290
27	18,415	1,820	16,595	410
26	20,495	1,820	18,675	330
25	20,495	1,820	18,675	330
24	20,495	1,820	18,675	330
23	20,495	1,820	18,675	330
22	20,495	1,820	18,675	330
21	22,620	1,820	20,800	390
20	24,340	1,820	22,520	350
19	22,340	1,820	22,520	350
18	24,340	2,220	22,120	350
17	24,340	2,220	22,120	350
16	24,340	2,220	22,120	350
15	24,340	2,220	22,120	350
14	24,340	2,220	22,120	350
13	24,340	2,220	22,120	350
12	24,340	2,220	22,120	350
11	24,340	2,220	22,120	350
10	24,710	2,620	22,090	405
9	25,905	2,620	23,285	370
8	25,905	2,620	23,285	370
7	25,905	2,620	23,285	370
6	25,905	2,620	23,285	370
5	49,240	8,720	40,520	675
4	49,240	8,720	40,520	675
3	49,240	8,720	40,520	675
2	47,400	12,820	34,580	700
G	52,200	9,020	43,180	700
TOTAL	800,685	100,700	701,985	12,130

*Scheme with

30'-0", 25'-0", 15'-0" deep sides at North, East and West
22"-0", 22"-0", 15"-0" deep sides at South of a 124'*124' tower

Exhibit V

PDA/DIP Plan
For Planned Development Area No. 21

Conditional Uses Under Zoning Code:

- 34 Store primarily serving the retail business needs of the residents of the neighborhood, where merchandise is sold or displayed out of doors on the premises.*
- 35 Department store, furniture store, general merchandise mart, or other store serving the general retail business needs of a major part of the city, including accessory storage, where merchandise is sold or displayed out of doors on the premises.
- 36A Sale over the counter...of on-premises prepared food or drink for off-premises consumption or for on-premises consumption if, as so sold, such food or drink is ready for take-out.
- 59 Parking garage.
- 61 Rental agency storing, servicing, and/or washing rental motor vehicles and trailers.
- 71 Any use on a lot adjacent to, or across the street from, but in the same district as, a lawful use to which it is ancillary and ordinarily incident and for which it would be a lawful accessory use if it were on the same lot; any such use on such a lot in another district.
- 72 As an accessory use, a garage or parking space for occupants, employees, customers, students and visitors.

*Signage and temporary storage facilities must receive design review and approval by the Boston Redevelopment Authority.

DEVELOPMENT IMPACT PROJECT AGREEMENT

for

Planned Development Area No. 21

Bounded Generally by Water, Broad, State and
Kilby Streets, Boston Proper

THIS AGREEMENT dated as of _____, 1985, among the BOSTON REDEVELOPMENT AUTHORITY ("BRA") on its own behalf and as escrow agent for the NEIGHBORHOOD HOUSING TRUST, hereafter to be created, and 99 STATE STREET LIMITED PARTNERSHIP, a Massachusetts Limited Partnership having a business address of c/o The Beacon Companies, Suite 3400, One Post Office Square, Boston, Massachusetts 02109, of which the general partners are the Kilby Street Limited Partnership, a Massachusetts limited partnership, and The Equitable Life Assurance Society of the United States, a New York corporation ("99 State").

W I T N E S S E T H:

WHEREAS, 99 State proposes to construct a mixed-use development project including office, retail, and commercial uses and a below-grade parking facility ("Project") to be located on the premises bounded generally by State and Kilby Streets and Kilby Place and various privately owned parcels in Downtown Boston ("Premises"), as shown on the attached Exhibit;

WHEREAS, the Premises include the Kilby Street Garage site and that land formerly known as Doane Street and discontinued as a public way in the City of Boston;

WHEREAS, 99 State, the City of Boston acting by and through its Public Facilities Commission, and the BRA have entered into a Sale and Construction Agreement dated June , 1985 ("Sale and Construction Agreement") and Section 1001(b) of the Sale and Construction Agreement contemplates the execution of this Agreement (terms and phrases used herein and defined in the Sale and Construction Agreement shall have the definitions attributed thereto in the Sale and Construction Agreement).

WHEREAS, the BRA has recommended tentative designation of 99 State as redeveloper of the Premises and the City Council of the City of Boston has transferred the care, custody, management, and control of the Kilby Street Garage and discontinued Doane Street to the Public Facilities Commission for conveyance to 99 State pursuant to votes taken by the BRA on April 18, 1985, the Real Property Board on May 24, 1985, the Public Facilities Commission on April 25, 1985 and June 7, 1985, and the City Council on June 5, 1985 and signed by the Mayor on June 6, 1985, and the Sale and Construction Agreement among the City of Boston, BRA and 99 State approved by the Public Facilities Commission on June ___, 1985, and the BRA on June ___, 1985;

WHEREAS, the terms and conditions of 99 State's tentative designation as redeveloper provide that the Project shall comply with the "linkage" policies of the City of Boston;

WHEREAS, the linkage policies of the City of Boston have been incorporated in Article 26 of the Boston Zoning Code (the "Zoning Code") by Text Amendment No. 73, which became effective on December 29, 1983;

WHEREAS, 99 State has applied to the BRA for designation of the area generally bounded by Broad, Water, Kilby and State Streets as a Planned Development Area ("PDA") pursuant to Section 3-1A of the Zoning Code;

WHEREAS, pursuant to 99 State's application for designation of a PDA (the Premises being a portion of the PDA), and in accordance with Article 26 of the Zoning Code, the BRA has approved on June 13, 1985, after notice and public hearing held on June 13, 1985, a PDA/DIP Plan authorizing exceptions under Section 6A-1 of the Zoning Code from those provisions of the Zoning Code as are required for development of the Project and has petitioned the Boston Zoning Commission to change the zoning of the Premises from a B-10 to a B-10-D zoning district; and

WHEREAS, the Neighborhood Housing Trust referred to in Article 26 of the Zoning Code, as amended, has not yet been created;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. 99 State will cause the Premises to be developed in accordance with the PDA/DIP Plan and the terms of the Sale and Construction Agreement.

2. 99 State shall be responsible, in accordance with the terms of this Agreement, for a Development Impact Project Exaction, as such term is presently defined in Section 26-2(3) of the Zoning Code, in the amounts set forth in Section 3 of this Agreement. 99 State may, at its option, satisfy its obligation for the Development Impact Project Exaction, in whole or in part,

by payment in accordance with Section 5 of this Agreement, or by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston in accordance with Section 6 of this Agreement.

3. It is anticipated that construction of the Project will commence and a building permit will be issued in approximately fourteen (14) months. Liability arising under this Agreement in connection with the Project shall be limited to the interest in the Premises of 99 State and no general or limited partner thereof shall have any personal liability. The development Impact Project Exaction for the Project, containing approximately 700,000 gross square feet of floor area, shall be approximately Three Million (\$3,000,000.00) Dollars. The parties acknowledge that the amounts of the Development Impact Project Exaction stated above have been based upon estimated areas for the Project stated in the Sale and Construction Agreement. If the Gross Floor Area, as defined in Section 2-1(21) of the Zoning Code and as certified by the Project Architect for the Project, differs from the schematic building area, this Agreement shall be amended to adjust the amount of the Development Impact Project Exaction in accordance with Article 26 of the Boston Zoning Code.

4. 99 State agrees to follow the BRA's Development Review Procedures to the satisfaction of the BRA.

5. The "Payment Date" for the Project shall be the earlier of the issuance of a Certificate of Occupancy or twenty-four (24) months after the granting of a Building Permit with respect to

the Project. If a Building Permit is not granted for the Project, or if construction of any part of the Project is abandoned prior to the commencement of substantial construction (as defined in the Sale and Construction Agreement) after a Building Permit is obtained, or if for any reason a Building Permit has lapsed prior to the commencement of substantial construction, then 99 State shall have no responsibility for any Development Impact Project Exaction with respect to the Project.

6. If 99 State shall elect to satisfy the responsibility for the Development Impact Project Exaction by money payments, then the Development Impact Project Exaction shall be paid to the City of Boston acting by and through the Neighborhood Housing Trust, or if such Trust has not been created, then to the BRA in twelve (12) equal annual payments beginning on the Payment Date.

7. If 99 State shall elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston with respect to the Project, 99 State shall submit a proposal in writing to the BRA on or before the Payment Date, describing the number, location, cost, and design of the housing units. The proposal shall be subject to approval by the BRA after public notice and hearing.

8. The BRA agrees that 99 State and its successors in interest shall be liable for breaches of obligations under this Agreement with respect to the Project only while it or any successor in interest, as the case may be, is owner of the Project. The BRA further agrees to look solely to the interests in the Premises of 99 State for any claim arising under this

Agreement. Neither 99 State nor any trustee, beneficiary, partner, manager, agent, or employee of said 99 State, or its successors in interest, shall ever be personally or individually liable; nor shall it or they ever be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project.

9. The BRA hereby agrees that, subject to the recalculation provisions contained in Section 3 of this Agreement, any recalculation of the rate of the Housing Payment Exaction as set forth in Section 26-3(2)(c) of the Zoning Code and otherwise shall not in any way increase the Housing Payment Exaction set forth in this Agreement.

10. The BRA acknowledges that by the signing of this Agreement 99 State will have satisfied the requirements of Section 26-3(2) of the Zoning Code insofar as satisfaction of the requirements of that Section is a precondition to the granting, allowing, or adopting of variances, conditional use permits, exceptions, or zoning map or text amendment with respect to 99 State's development of the Premises.

11. If the parties desire hereafter to amend this Agreement, such agreement shall be in writing and executed by the parties hereto.

12. This Agreement shall be governed by Massachusetts law, sets forth the entire agreement among the parties, may be amended or modified only by a writing signed by all parties, and is binding upon and inures to the benefit of the parties and their successors, assigns, and legal representatives, notwithstanding

any subsequent amendment or repeal (or court decision having the effect of amendment or repeal) to or of the "linkage policies" of the City as incorporated in Article 26 of the Boston Zoning Code.

13. If the City of Boston should hereafter impose, assess or levy any excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for a purpose similar to the purpose recited in Section 26-1 of said Article 26, amounts payable hereunder by 99 State shall be credited against such excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such tax or excise, the obligations of 99 State hereunder shall, to the extent of the amount of such tax or excise, thereupon cease and be of no further force and effect.

14. 99 State will formulate and submit to the BRA within three months from the date hereof a Voluntary Employment Opportunity Plan which will provide for its good faith efforts to achieve a goal that 50% of the employment opportunities created by the Project will be made available to Boston residents. In addition, 99 State agrees to require the General Contractor for the project and its subcontractors to use good faith efforts to employ 50% Boston residents, 25% minority, and 10% women in their work force for construction of the project.

15. It is specifically agreed by the parties that this Agreement and the Sale and Construction Agreement are intended to supplement each other. However, where ambiguities or inconsistencies exist, the provisions of the Sale and Construction

Agreement shall prevail and the terms of this Agreement shall, to the extent necessary, be of no effect.

Approved as to form

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment Authority

By: _____
Stephen Coyle, Director
Hereunto Duly Authorized

99 STATE STREET LIMITED
PARTNERSHIP

By: Kilby Street Limited
Partnership

A General Partner

COOPERATION AGREEMENT

for

Planned Development Area No. 21

Bounded Generally by Water, Broad, State and
Kilby Streets, Boston Proper

AGREEMENT made as of the day of , 1985, by
and between the BOSTON REDEVELOPMENT AUTHORITY (the "Authority")
and 99 STATE STREET LIMITED PARTNERSHIP, a Massachusetts limited
partnership (the "Applicant").

WITNESSETH, that in consideration of the mutual covenants
and agreements herein contained, the parties agree as follows:

1. The Authority will petition the Zoning Commission of
the City of Boston on behalf of the Applicant to designate as a
Planned Development Area ("PDA") land in said City generally
bounded by Water, Broad, State and Kilby Streets (the "Locus").

2. The Applicant will cause that part of the Locus
described in Exhibit I ("Premises") attached to the Development
Plan and Development Impact Project Plan for Planned Development
Area No. 21 (the "Plan") approved by vote of the Authority on
June 13, 1985 after notice and public hearing at its meeting held
on June 13, 1985, to be developed in accordance with the Plan. A
certified copy of said vote is attached hereto as Exhibit A
together with a copy of said Plan.

3. The Applicant has contracted with Graham Gund Associ-
ates in association with Skidmore, Owings & Merrill (Chicago) as
architects ("Architect") to provide drawings and specifications
for the Project to be constructed in accordance with the Plan.

4. The Applicant and the Authority hereby agree that the development review process required by the Plan to be observed by the parties shall be as set forth in (a) "Development Review Procedures", BRA, 1985, and (b) Section 302 of the Sale and Construction Agreement (the "SCA") among the City of Boston, the Authority, and the Applicant ("Design Review Process").

5. The Authority acknowledges that the Applicant has received conceptual approval of the Schematic Design Drawings. The Applicant acknowledges that proposal requires review and approval by the Authority of final Schematic Drawings, Design Development Plans, and Final Working Drawings, as outlined in the Authority's Development Review Procedures.

6. The Applicant represents to the Authority that demolition and other preconstruction site work for the Project is scheduled to be completed within fourteen (14) months after acquisition of those portions of the Locus presently owned by the City of Boston and that construction in accordance with the Plan will require approximately thirty (30) additional months. Accordingly, subject to intervening circumstances which might arise, the Applicant expects that the Project will be initially occupied and placed in operation within forty-four (44) months after the above-mentioned acquisition.

7. The Authority will informally advise and will actively cooperate with and publicly support the Applicant's efforts in obtaining from the appropriate municipal, state and federal bodies and agencies all such permits, licenses and approvals, and exceptions, variances, and other deviation from the normal

application of the applicable zoning and building codes and other ordinances and statutes which may be necessary in order to carry out development of the Project in the most expeditious and reasonable manner. The Authority shall also cooperate fully in any amendment processes necessitated as a result of the refinement of the drawings and specifications developed during the Design Review Process.

8. The Authority agrees to look solely to the Applicant's interest in the Project or to that of its successors and assigns, as the case may be, for any claim against the Applicant or its successors and assigns arising under this Agreement or in connection with such Project. Neither the Applicant nor any trustee, beneficiary, partner, venturer, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns shall ever be personally liable under this Agreement; nor shall it or they ever be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project.

9. If, in the future, the Applicant shall, in its reasonable judgment, determine that it has become infeasible to proceed with the whole or any portion of the approved Plan, then in such case and after substantiation by the Applicant of the reasons for not being able to proceed, the Authority shall cooperate with the Applicant to modify, alter or amend its approval of the Plan in order to allow the Applicant the opportunity to reasonably develop the land that it owns.

10. This Agreement shall be binding upon the successors and assigns of the Applicant and the Authority.

IN WITNESS WHEREOF the parties have caused this instrument to be executed in their behalf by their respective representatives thereunto duly authorized as of the day and year first above set forth.

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment Authority

By: _____
Stephen Coyle, Director
Hereunto Duly Authorized

99 STATE STREET LIMITED
PARTNERSHIP

By: Kilby Street Limited
Partnership

A General Partner

